

# **TOWN OF DAVIE**

## **TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark Kutney, AICP, Development Services Director/(954) 797-1101

**SUBJECT:** Resolution - Developers Agreement  
DA 6-4-02 MJB/Davie I Plat, 5990 SW 82 Avenue/Generally located at  
the northeast corner of SW 82 Avenue and Stirling Road

**AFFECTED DISTRICT:** District 3

### **TITLE OF AGENDA ITEM:**

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND LANTANA SQUARE SHOPPING CENTER, LTD. AND NADINE CURCIE, FOR INSTALLATION OF REQUIRED IMPROVEMENTS RELATING TO THE MJB/DAVIE I PLAT; PROVIDING FOR REMEDIAL MEASURES TO SATISFY CONCURRENCY REQUIREMENTS; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

### **REPORT IN BRIEF:**

On March 19, 2002, Town Council passed Resolution No. 2002-66, approving a boundary plat consisting of 11.776 acres for 90,000 square feet of commercial use. In order to satisfy roadway concurrency for this plat, the developer is entering into an agreement requiring contribution towards roadway improvements. The Town is party to this Developers Agreement solely for the purpose of issuing a certificate of occupancy. The agreement states that the Town shall not issue a certificate of occupancy for any development within the plat until the improvements specified in the agreement to satisfy Broward County road concurrency requirements are constructed in accordance with the agreement.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** None

**FISCAL IMPACT:** None

**RECOMMENDATION:** Staff finds the subject application complete and suitable for transmittal to Town Council for further consideration.

**Attachments:** Resolution, Installation of Required Improvements Agreement, Future Land Use Map, Subject Site, Zoning and Aerial Map

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND LANTANA SQUARE SHOPPING CENTER, LTD. AND NADINE CURCIE, FOR INSTALLATION OF REQUIRED IMPROVEMENTS RELATING TO THE MJB/DAVIE I PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lantana Square Shopping Center, Ltd. and Nadine Curcie propose to develop properties known as the MJB/Davie I Plat; and

WHEREAS, Broward County requires the installation of improvements related to the MJB/Davie I Plat.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit "A", between Broward County, Lantana Square Shopping Center, Ltd. and Nadine Curcie, and the Town of Davie, whereby the Town of Davie shall not issue building permits for the construction of a principal building within the project until such time as Lantana Square Shopping Center, Ltd., and Nadine Curcie provides written confirmation from Broward County that engineering plans for the required improvement have been approved by Broward County Engineering Division and that Lantana Square Shopping Center, Ltd. and Nadine Curcie have complied with the Agreement.

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.

Return recorded copy to:

Broward County Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

Document prepared by:

Dawn C. Sonneborn  
Miller, Legg & Associates, Inc.  
1800 N. Douglas Road, Suite 200  
Pembroke Pines, Florida 33024

COPY

### INSTALLATION OF REQUIRED IMPROVEMENTS AGREEMENT

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

Lantana Square Shopping Center, Ltd. and Nadine Curcio, its successors and assigns, hereinafter referred to as "DEVELOPER,"

#### [AND IF THE PROPERTY IS LOCATED WITHIN A MUNICIPALITY]

The Town Of Davie, a municipal corporation, created and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "TOWN,"

WHEREAS, DEVELOPER'S Project, known as MJB/Davie I Plat Development Management Division File No. 073-MP-01, hereinafter referred to as the "Project," a legal description of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Project was approved by the Board of County Commissioners of Broward County on \_\_\_\_\_, 20\_\_, subject to certain conditions to ensure the protection of the public health and safety, and one of the conditions imposed at the time of approval was the construction of certain road improvements; and

WHEREAS, the parties desire to enter into this agreement to provide for the construction, funding and security for the required improvements as described in Exhibit "B" attached hereto and made a part hereof; NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and payments hereinafter set forth, the parties agree as follows:

CAF#450  
01/01/02



1. The above recitals and representations are true and correct and are incorporated herein.
2. INSTALLATION OF REQUIRED IMPROVEMENTS.
  - (a) DEVELOPER agrees to and shall construct the improvements described in the attached Exhibit "B," hereinafter referred to as the "Improvements." Said Improvements shall be constructed in accordance with the schedule set out in Exhibit "B."
  - (b) The Improvements described in Exhibit "B" shall be installed in accordance with applicable COUNTY, TOWN, or State of Florida, Department of Transportation standards and specifications and in accordance with the Development Review Report for the Project. The construction plans for the Improvements, including pavement marking and signing plans, shall be submitted to COUNTY for review. The construction plans for the Improvements must be approved by the COUNTY prior to the commencement of construction. Construction shall be subject to inspection and approval by COUNTY. Pavement marking and signing shall be provided for all of the Improvements and shall be subject to review, field inspections and final approval by the Broward County Traffic Engineering Division, which Improvements shall be consistent with the previously approved plans.
  - (c) If property is located within a municipality, TOWN agrees not to issue building permits for construction of a principal building within the Project until such time as DEVELOPER provides TOWN with written confirmation from COUNTY that engineering plans for the required improvement have been approved by the Broward County Engineering Division and that DEVELOPER has complied with paragraph 4. of this Agreement. If the property is located within the unincorporated area, the COUNTY shall not issue building permits for construction of a principal building within the Project until such time as the DEVELOPER has complied with paragraph 4. of this Agreement.
  - (d) If property is located within a municipality, TOWN agrees not to issue any certificates of occupancy within the Project prior to completion of the "Improvements" according to the schedule set forth in Exhibit "B." If the property is located within the unincorporated area, the COUNTY shall not issue any certificates of occupancy within the Project prior to completion of the "Improvements" according to the schedule set forth in Exhibit "B."
  - (e) DEVELOPER agrees to notify COUNTY of acceptance of Improvements by permitting authority if such permitting authority is other than the COUNTY.



3. DEVELOPER understands and agrees that it is DEVELOPER'S responsibility to complete the improvements described in Exhibit "B" and that all costs relating to the installation of the improvements will be borne by the DEVELOPER.

4. SECURITY AND DEFAULT.

**PLEASE CHECK THE APPROPRIATE SECTION BELOW**

[ ] (a) Lien.

- (1) A lien is hereby imposed by the COUNTY against the real property identified in Exhibit "A" in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Such lien shall secure the construction of the "Improvements" identified in Exhibit "B" attached hereto. Such lien shall exist until fully paid, discharged, released, or barred by law. The lien created by this Agreement shall be superior to and shall have priority over any mortgage on the real property described in Exhibit "A." The DEVELOPER shall cause this Agreement to be executed by the holder of any such mortgage, which execution shall constitute the mortgagee's consent to such subordination.

- (2) Prior to the DEVELOPER obtaining a building permit for construction of any portion of the Project which, according to the schedule set forth in Exhibit "B," requires the installation of the "Improvements", or a portion thereof, DEVELOPER shall provide a form of security acceptable to the COUNTY in the form of a letter of credit, surety bond, or other acceptable security in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), in substitution of the lien imposed hereby, and the COUNTY shall cause to be executed and recorded in the Official Records of Broward County a release or satisfaction of the lien upon the property described in Exhibit "A."

- (3) DEVELOPER may elect to provide security for any individual phase as listed in Exhibit "B," in order to release a portion of the lien imposed on the Project for the individual phase. In that event, DEVELOPER shall submit a cost estimate prepared by a Registered Engineer for the "Improvements" required in such phase. Upon acceptance by the COUNTY of the cost estimate, and payment by DEVELOPER of any applicable fee, that portion of the Project shall be released from the lien imposed and the total amount of the lien shall be reduced by the approved amount.



3. DEVELOPER understands and agrees that it is DEVELOPER'S responsibility to complete the improvements described in Exhibit "B" and that all costs relating to the installation of the improvements will be borne by the DEVELOPER.

4. SECURITY AND DEFAULT.

**PLEASE CHECK THE APPROPRIATE SECTION BELOW**

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Such lien shall secure the construction of the "Improvements" identified in Exhibit "B" attached hereto. Such lien shall exist until fully paid, discharged, released, or barred by law. The lien created by this Agreement shall be superior to and shall have priority over any mortgage on the real property described in Exhibit "A." The DEVELOPER shall cause this Agreement to be executed by the holder of any such mortgage, which execution shall constitute the mortgagee's consent to such subordination.

- (2) Prior to the DEVELOPER obtaining a building permit for construction of any portion of the Project which, according to the schedule set forth in Exhibit "B," requires the installation of the "Improvements", or a portion thereof, DEVELOPER shall provide a form of security acceptable to the COUNTY in the form of a letter of credit, surety bond, or other acceptable security in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), in substitution of the lien imposed hereby, and the COUNTY shall cause to be executed and recorded in the Official Records of Broward County a release or satisfaction of the lien upon the property described in Exhibit "A."

- (3) DEVELOPER may elect to provide security for any individual phase as listed in Exhibit "B," in order to release a portion of the lien imposed on the Project for the individual phase. In that event, DEVELOPER shall submit a cost estimate prepared by a Registered Engineer for the "Improvements" required in such phase. Upon acceptance by the COUNTY of the cost estimate, and payment by DEVELOPER of any applicable fee, that portion of the Project shall be released from the lien imposed and the total amount of the lien shall be reduced by the approved amount.



- (4) In the event DEVELOPER fails to construct the "Improvements" according to the terms and conditions of this Agreement, COUNTY may recover such sums from DEVELOPER as are necessary in order to cause the construction of the "Improvements" that are outstanding. Such sums, plus costs and attorney's fees, may be recovered by COUNTY against the DEVELOPER through a civil action, or may be recovered by action as provided by the applicable security. In the event that DEVELOPER fails to construct an improvement secured by lien created hereunder, such lien may be foreclosed or otherwise enforced by the COUNTY by action or suit in equity as for the foreclosure of a mortgage on real property.
- (6) DEVELOPER shall ensure that the substitute security remains valid and in full force and effect until DEVELOPER'S improvement obligations are fully performed. Expiration of the security prior to DEVELOPER'S performance of such obligation, or notice to COUNTY that the security will expire or has been canceled or disaffirmed prior to DEVELOPER'S satisfaction of all obligations hereunder, shall constitute a default of this Agreement.
- (7) In the event the letter of credit, surety bond or other form of security provided to COUNTY, as described above, expires, is canceled, or is disaffirmed, COUNTY shall send notice to DEVELOPER, according to the notice provisions of this Agreement, and DEVELOPER shall have one (1) month from the date of such notice to provide substitute security in a form acceptable to COUNTY. If DEVELOPER fails to provide acceptable substitute security, COUNTY may record a document entitled "Notice of Lien for Installation of Required Improvements" which shall constitute a lien on the property described in Exhibit "A" for the amount due hereunder, until fully paid, discharged, released or barred by law. To the extent that the failed security is attributable to an identified parcel or portion of the Project, the Notice of Lien for Required Improvements may be recorded against and apply only to such parcel or portion of the Project.

[ ] (b) Surety Bond or Letter of Credit.

- (1) Prior to the DEVELOPER recording the plat or any agreements which were conditions of approval for the Project, the DEVELOPER shall provide the COUNTY with security such as a surety bond or irrevocable letter of credit, which is acceptable to the COUNTY and which guarantees the DEVELOPER'S performance of the





construction obligations set forth in this Agreement in the total amount of \$\_\_\_\_\_.

- (2) If the DEVELOPER obtains certificates of occupancy prior to completion of the applicable Improvements, contrary to the schedule set forth in Exhibit "B," the DEVELOPER shall be in default of this Agreement. In the event the DEVELOPER defaults under the terms of this Agreement, COUNTY shall be entitled to draw against the security for the amount set out in paragraph 4.(b)(1), plus costs as set forth herein. If COUNTY draws against the security and the amount recovered is less than the amount necessary to construct the Improvements, COUNTY may maintain an action against DEVELOPER in a court of competent jurisdiction for the difference between any sums obtained and the amount due, plus costs and interest accrued from the due date at the rate of 12 percent per annum.
- (4) DEVELOPER shall ensure that the security remains valid and in full force and effect until DEVELOPER'S road improvement obligation is fully performed. Expiration of the security prior to DEVELOPER'S performance of such obligation, or notice to COUNTY that the security will expire or has been canceled or disaffirmed prior to DEVELOPER'S satisfaction of all obligations hereunder, shall constitute a default of this Agreement.
- (5) In the event the security expires, is canceled or is disaffirmed, COUNTY shall send notice to DEVELOPER according to the notice provisions of this Agreement and DEVELOPER shall have one (1) month from the date of such notice to provide substitute security in a form acceptable to COUNTY. If DEVELOPER fails to provide acceptable substitute security, COUNTY may record a document entitled "Notice of Lien for Required Offsite Improvements" which shall constitute a lien on the property described in Exhibit "A" for the amount set forth in paragraph 4.(b)(1), or stated portion thereof. To the extent that the failed security is attributable to an identified parcel or portion of the Project, the Notice of Lien for Required Offsite Improvements may be recorded against and apply only to such parcel or portion of the Project.

☐ (c) Cash Bond.

- (1) The Improvements identified in Exhibit "B" shall be secured by cash, or check (cashier's, certified, or registered), or money order issued by



\_\_\_\_\_) (financial institution), in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), payable to the Broward County Board of County Commissioners. The DEVELOPER may at its option, later provide to the COUNTY a surety bond or letter of credit acceptable to COUNTY, in like amount, that shall be substituted for the cash, check, or money order. If the DEVELOPER provides a surety bond or letter of credit the provisions of subsection 4(b) above shall apply.

(2) The estimated costs of the Improvements are \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

(3) Upon completion of the Improvements, and acceptance by the applicable unit of local government, the DEVELOPER shall notify the Broward County Engineering Division of such completion and acceptance. Upon a determination by the Engineering Division that the Improvements have been installed, constructed, completed, and accepted, and following the completion of DEVELOPER'S one (1) year maintenance obligations if the Improvements are made to a County road, the COUNTY shall have ninety (90) days to remit \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) to the DEVELOPER, provided that the COUNTY has not already effected a remittance to the DEVELOPER because of the earlier substitution of a surety bond or letter of credit.

5. Upon the completion of one or more of the road improvements specified in Exhibit "B," the DEVELOPER may request a partial release of security from the COUNTY. The DEVELOPER shall submit a sealed certification by a Registered Engineer of the work completed, and a cost estimate of the remaining roadway Improvements to be completed based upon the current approved County unit prices. Upon acceptance by the COUNTY of said certification and cost estimate, and payment by the DEVELOPER of any applicable fee, the COUNTY shall release that portion of the security, if any, which is in excess of the cost of the remaining road improvements. Final release of the full security is subject to the standard COUNTY maintenance period of one (1) year from the date of completion of all of the Improvements specified on Exhibit "B," for roadways subject to COUNTY permit jurisdiction. Prior to release of any security held by the COUNTY for Improvements which are under the permit jurisdiction of other governmental agencies, the DEVELOPER shall submit documentation from the permit agency officially accepting the Improvements and consenting to the release of security.

6. DEVELOPER agrees that the construction contract(s) for the Improvements shall:



- (a) Indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of contractor or subcontractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Director of the Broward County Engineering Division and County Attorney, any sums due DEVELOPER under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.
- (b) In order to insure the indemnification obligation contained above, CONTRACTOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth below, in accordance with the terms and conditions required by this section.
- (c) Such policy or policies shall be without any deductible amount and shall be issued by United States Treasury approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONTRACTOR shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming COUNTY and the Broward County Board of County Commissioners as additional insureds.
- (d) Comprehensive General Liability Insurance. A Comprehensive General Liability Insurance Policy with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or operations.

Independent contractors.



Products and/or completed operations for contracts.

Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Underground coverages.

- (e) Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned vehicles.

Hired and non-owned vehicles.

Employers' non-ownership.

- (f) Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.

- (g) CONTRACTOR shall furnish to the Broward County Engineering Division Certificates of Insurance or endorsements evidencing the insurance coverages specified by this Article prior to beginning performance of work under this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.

- (h) Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of DEVELOPER is completed. All



policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days' prior to the date of their expiration.

7. COUNTY agrees that this Agreement satisfies the requirements of the Broward County Land Development Code, that developers install all required Improvements prior to issuance of a development order or enter into an agreement to provide for installation of the required Improvements within a reasonable period of time or before issuance of building permits or certificates of occupancy, as required by the County Commission. Upon official acceptance of the Improvements by the applicable road construction permitting agency, the local government may issue certificates of occupancy for parcels or portions of the Project according to the schedule set forth in Exhibit "B."
8. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director of the Broward County Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038



For the DEVELOPER:

Lantana Square Shopping Center, Ltd.

c/o Southeast Properties

1645 SE 3rd Court, Suite 200, Deerfield Beach, Florida 33441

9. **RELEASE.** When all of the obligations attributable to a specific Phase of the Project, as set forth in Exhibit "B," or all of the obligations under this Agreement are fully paid and performed, at the request of the Developer or its successor and upon payment of any applicable fees, COUNTY shall cause a Partial Release to be recorded in the Official Records of Broward County, Florida evidencing such performance. To the extent that the obligations set forth herein are divisible and attributable to a specific parcel or portion of the Project, COUNTY may grant a partial release of this agreement for a specific parcel or portion of the Project for which this road impact obligation has been satisfied.
10. **RECORDATION.** DEVELOPER agrees that this Agreement shall be recorded in the Official Records of Broward County, Florida, against the property described in Exhibit "A" to put subsequent purchasers, grantees, heirs, successors and assigns of any interest in such property on notice of the obligations set forth herein, which shall run with the property until fully performed. However, the amount set forth in paragraph 4.(b)(1) above shall not constitute a lien on the property unless and until the provisions of paragraph 4.(b)(5) are activated by the recording of a "Notice of Lien for Required Offsite Improvements."
10. **VENUE: CHOICE OF LAW.** Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sits, and shall be governed by the laws of the State of Florida.
11. **CHANGES TO FORM AGREEMENT.** DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
12. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.



13. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
14. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
15. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
16. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement.
17. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and DEVELOPER.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties have made and executed this Road Impact Fee Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and Lantana Square Shopping Center, Ltd. signing by and through its General Partner, duly authorized to execute same.

**COUNTY**

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
County Administrator and Ex-  
Officio Clerk of the Board of  
County Commissioners of  
Broward County, Florida

By \_\_\_\_\_  
Chair

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By \_\_\_\_\_  
Assistant County Attorney

\_\_\_\_ day of \_\_\_\_\_, 20\_\_





**DEVELOPER-CORPORATION/PARTNERSHIP**

Witnesses (if partnership):

[Signature]  
(Signature)  
Print name: Bonny Deltos

[Signature]  
(Signature)  
Print name: JAN GEISERMAN

ATTEST (if corporation):

[Signature]  
(Secretary Signature)

Print Name of Secretary: Robert Geiserman

Lantana Square Shopping Center, Ltd.  
By: G.P. Lantana Square Shopping Center, Inc.  
Its General Partner

Name of Developer (corporation/partnership)

By [Signature]  
(Signature)  
Print name: Marc J. Geiserman  
Title: President

Address: 1645 SE 3rd Court, Suite 200  
Deerfield Beach, Florida 33441

23rd day of April, 2002

(CORPORATE SEAL)



**ACKNOWLEDGMENT: CORPORATION/PARTNERSHIP**

STATE OF FLORIDA )  
 ) SS  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 23rd day of April, 2002, by Marc J. Geiserman, as  
President of G.P. Lantana Square Shopping Center, Inc., a Florida  
corporation/partnership, on behalf of the corporation/partnership. He or she is:  
☒ personally known to me, or  
☐ produced identification. Type of identification produced \_\_\_\_\_

(Seal)



My commission expires: 10-2-02

NOTARY PUBLIC:

[Signature]  
Print name: Lynda Kester



**MORTGAGEE-INDIVIDUAL**

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

**Witnesses:**

(Signature)  
Print name: \_\_\_\_\_

Name of Mortgagee (Individual)

(Signature) \_\_\_\_\_  
Print name: \_\_\_\_\_

(Signature) \_\_\_\_\_  
 Print name: \_\_\_\_\_  
 Print address: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

### ACKNOWLEDGMENT - INDIVIDUAL

STATE OF )  
COUNTY OF ) SS.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is  
☐ personally known to me, or  
☐ produced identification. Type of identification produced \_\_\_\_\_.

NOTARY PUBLIC:

(Seal)

Print name:

My commission expires:

CAF#450  
01/01/02



**MORTGAGEE-CORPORATION/PARTNERSHIP**

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in **Exhibit "A"** hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses (if partnership):

Name of Mortgagee (corporation/partnership)

(Signature)

Print name: \_\_\_\_\_

Bv

(Signature)

Print name: \_\_\_\_\_

Title:

Address: \_\_\_\_\_

(Signature)

Print name:

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

ATTEST (if corporation):

(CORPORATE SEAL)

(Secretary Signature)

Print Name of Secretary: \_\_\_\_\_

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF )  
 ) SS.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation/partnership, on behalf of the corporation/ partnership. He or she is;

☐ personally known to me, or

( ) produced identification. Type of identification produced \_\_\_\_\_

NOTARY PUBLIC:

(Seal)

**My commission expires:**

---

Print name:

CAF#450  
01/01/02

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TOWN  
(If Property is located within a Town)

WITNESSES:

Town of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
Town Clerk

By \_\_\_\_\_  
Town Manager

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
Town Attorney

CAF#450  
01/01/02

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## **EXHIBIT "A"**

### **LAND DESCRIPTION**

ALL OF TRACTS 61 AND 61A, "THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION OF SECTION 33, TWP. 50 SO., RANGE 41 EAST, DADE COUNTY, FLORIDA", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 67 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA;

LESS THE RIGHT OF WAY FOR STIRLING ROAD AS DESCRIBED OFFICIAL RECORD BOOK 19996, PAGE 69, BROWARD COUNTY RECORDS, OFFICIAL RECORD BOOK 3796, PAGE 542, BROWARD COUNTY RECORDS, AND THE SOUTH 20 FEET OF SAID TRACT 61A LYING WITHIN 20.00 FEET OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 41 EAST ACCORDING TO SAID PLAT;

ALSO LESS THE RIGHT OF WAY FOR SW 82nd AVENUE ACCORDING TO SAID PLAT, SAID RIGHT OF WAY LYING WITHIN THE WEST 20.00 FEET OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 41 EAST;

ALSO LESS A PORTION OF SAID TRACT 61 DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT 'A', "STIRLING TRAIL WEST", AS RECORDED IN PLAT BOOK 123, PAGE 11, OF THE PUBLIC RECORDS BROWARD COUNTY, FLORIDA; THENCE SOUTH 01°54'15" EAST ALONG THE WEST LINE OF SAID TRACT 'A', "STIRLING TRAIL WEST", 330.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE OF SAID TRACT 'A', 330.00 FEET; THENCE SOUTH 87°28'45" WEST, ALONG THE SOUTH LINE OF TRACT 61, 264.43 FEET; THENCE NORTH 01°54'23" WEST, 330.00 FEET; THENCE NORTH 87°28'45" EAST, 264.44 FEET TO THE POINT OF BEGINNING.

ALSO LESS A PORTION OF SAID TRACT 61 DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT 'A', "STIRLING TRAIL WEST", AS RECORDED IN PLAT BOOK 123, PAGE 11, OF THE PUBLIC RECORDS BROWARD COUNTY, FLORIDA; THENCE SOUTH 01°54'15" EAST ALONG THE WEST LINE OF SAID TRACT 'A', "STIRLING TRAIL WEST", 330.00 FEET; THENCE SOUTH 87°28'45" WEST, 264.44 FEET; THENCE NORTH 01°51'23" WEST, 83.08 FEET; THENCE SOUTH 88°04'33" WEST, 375.58 FEET; THENCE NORTH 01°54'16" WEST, ALONG THE WEST LINE OF SAID TRACT 61, 243.01 FEET; THENCE NORTH 87°28'45" EAST ALONG THE NORTH LINE OF SAID TRACT 61, 640.02 FEET TO THE POINT OF BEGINNING.

SAID LANDS ALSO DESCRIBED AS FOLLOWS:

A PORTION OF TRACTS 61 AND 61A, SECTION 33, TOWNSHIP 50 SOUTH, RANGE 41 EAST, "THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION OF SECTION 33, TWP. 50 SO., RANGE 41 EAST, DADE COUNTY, FLORIDA", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 67 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT 'A', "STIRLING TRAIL WEST", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 123, PAGE 11 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF STIRLING ROAD, AS DESCRIBED IN OFFICIAL RECORD BOOK 19996, PAGE 69 OF SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 42°56'20" WEST 22.69 FEET; (2) SOUTH 86°26'33" WEST 214.09 FEET; (3) SOUTH 87°46'51" WEST 379.82 FEET; (4) NORTH 47°03'44" WEST 42.54 FEET TO THE EAST RIGHT OF WAY LINE OF SW 82nd AVENUE AS SHOWN OF SAID PLAT OF "THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION OF SECTION 33, TWP. 50 SO., RANGE 41 EAST, DADE COUNTY, FLORIDA"; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 01°54'18" WEST 1019.68 FEET; THENCE NORTH 88°04'28" EAST 375.57 FEET; THENCE SOUTH 01°54'23" EAST 413.11 FEET TO THE SOUTH LINE OF SAID TRACT 61; THENCE ALONG SAID SOUTH LINE, NORTH 87°28'46" EAST 264.43 FEET TO THE WEST LINE OF SAID TRACT 'A'; THENCE ALONG SAID WEST LINE, SOUTH 01°54'15" EAST 615.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 560,771 SQUARE FEET (12.874 ACRES) MORE OR LESS.

CAF#450  
01/01/02



**EXHIBIT "B"**

**LIST OF IMPROVEMENTS AND SCHEDULE**

**Road Improvement**

**Completion Date**

**TURN LANE IMPROVEMENTS**

Staff Recommendation 8:

A westbound right turn lane on Stirling Road at the 50-foot opening with 150 feet of storage and 75 feet of transition

All prior to the issuance of a Certificate of Occupancy

**SIDEWALK REQUIREMENTS**

Staff Recommendation 9:

Along Stirling Road, adjacent to the plat, displaced by the turn lane construction

**TRAFFIC SIGNAL CONDUIT RELOCATION**

Staff Recommendation 10

**PAVEMENT MARKINGS AND SIGNS**

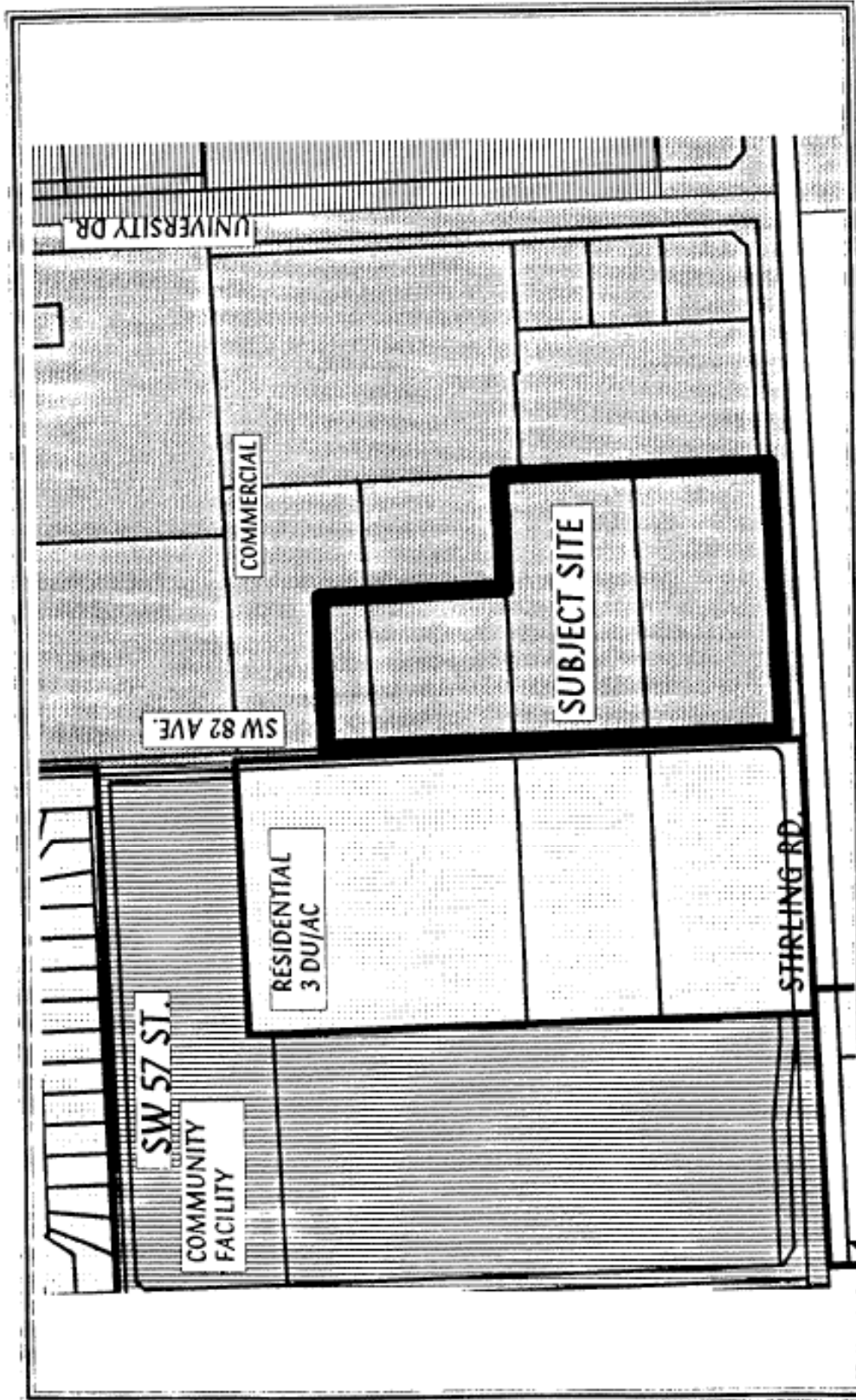
Staff Recommendation 11:

For the westbound right turn lane





PETITION NUMBER: DA 6-4-02  
Zoning and Aerial Map  
Date: Flown: January, 2001  
Scale: 1"= 300'  
Planning & Zoning Division - GIS  
Prepared 6/21/02



PETITION NUMBER: DA 6-4-02  
FUTURE LAND USE MAP  
Date: Flown: January, 2001  
Scale: 1"= 300'  
Planning & Zoning Division - GIS  
Prepared 6/21/02

